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NOTE: CHANGES MADE BY THE COURT

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27 **UNITED STATES DISTRICT COURT**
28 **CENTRAL DISTRICT OF CALIFORNIA**

MARIO RAMOS and STEVE
RAMOS,

Plaintiffs,

vs.

FORD MOTOR COMPANY; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 2:24-cv-04066-AH-JPR

Judge: Hon. Anne Hwang

Magistrate Judge: Jean P. Rosenbluth

**STIPULATED PROTECTIVE
ORDER; (PROPOSED) ORDER**

1 1. A. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve production
3 of confidential, proprietary, commercially sensitive, personally identifiable
4 information (“PII”), or private information for which special protection from public
5 disclosure and from use for any purpose other than prosecuting this Action may be
6 warranted. Accordingly, the parties hereby stipulate to and petition the court to enter
7 the following Stipulated Protective Order. The parties acknowledge that this Order
8 does not confer blanket protections on all disclosures or responses to discovery and
9 that the protection it affords from public disclosure and use extends only to the limited
10 information or items that are entitled to confidential treatment under the applicable
11 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,
12 that this Stipulated Protective Order does not entitle them to file confidential
13 information under seal; Local Rule 79-5 sets forth the procedures that must be
14 followed and the standards that will be applied when a party seeks permission from
15 the court to file material under seal.

16 B. GOOD CAUSE STATEMENT

17 This action is likely to involve trade secrets, confidential customer information,
18 and other valuable research, development, commercial, financial, technical and/or
19 proprietary information for which special protection from public disclosure and from
20 use for any purpose other than prosecution of this action is warranted. Such
21 confidential and proprietary materials and information consist of, among other things,
22 confidential business or financial information, information regarding confidential
23 business practices, or other confidential research, development, or commercial
24 information (including information implicating privacy rights of third parties),
25 information otherwise generally unavailable to the public, or which may be privileged
26 or otherwise protected from disclosure under state or federal statutes, court rules, case
27 decisions, or common law. Accordingly, to expedite the flow of information, to
28 facilitate the prompt resolution of disputes over confidentiality of such material in

1 preparation for and in the conduct of trial, to address their handling at the end of the
2 Action, and serve the ends of justice, a protective order for such information is
3 justified in this matter. It is the intent of the parties that information will be designated
4 as confidential in good faith and that any challenges to such confidentiality
5 designations shall also be made in good faith.

6
7 2. DEFINITIONS

8 2.1 Action: Mario Ramos and Steve Ramos v. Ford Motor Company:
9 Case No. 2:24-cv-04066-AH-JPR.

10 2.2 Challenging Party: a Party or Non-Party that challenges the designation
11 of information or items under this Order.

12 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
13 how it is generated, stored or maintained) or tangible things that qualify for protection
14 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
15 Cause Statement.

16 2.4 Counsel (without qualifier): Outside Counsel of Record and House
17 Counsel (as well as their support staff).

18 2.5 Designating Party: a Party or Non-Party that designates information or
19 items that it produces in disclosures or in responses to discovery as
20 “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER.”

21 2.6 Disclosure or Discovery Material: all items or information, regardless
22 of the medium or manner in which it is generated, stored, or maintained (including,
23 among other things, testimony, transcripts, and tangible things), that are produced or
24 generated in disclosures or responses to discovery in this matter.

25 2.7 Expert: a non-attorney person with specialized knowledge or experience
26 in a matter pertinent to the Action who has been retained by a Party or its counsel to
27 serve as an expert witness or as a consultant in this action, provided that no disclosure
28

1 shall be made to any expert or consultant who is currently employed by a competitor
2 of the Designating Party.

3 2.8 House Counsel: attorneys who are employees of a party to this action.
4 House Counsel does not include Outside Counsel of Record or any other outside
5 counsel.

6 2.9 Non-Party: any natural person, partnership, corporation, association, or
7 other legal entity not named as a Party to this action.

8 2.10 Outside Counsel of Record: attorneys who are not employees of a party
9 to this action but are retained to represent or advise a party to this action and have
10 appeared in this action on behalf of that party or are affiliated with a law firm which
11 has appeared on behalf of that party.

12 2.11 Party: any party to this action, including all of its officers, directors,
13 employees, consultants, retained experts, and Outside Counsel of Record (and their
14 support staffs).

15 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
16 Discovery Material in this action.

17 2.13 Professional Vendors: persons or entities that provide Action support
18 services (e.g., photocopying, videotaping, translating, preparing exhibits or
19 demonstrations, and organizing, storing, or retrieving data in any form or medium)
20 and their employees and subcontractors.

21 2.14 Protected Material: any Disclosure or Discovery Material that is
22 designated as “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER.”

23 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
24 from a Producing Party.

25
26 3. SCOPE

27 The protections conferred by this Stipulation and Order cover not only
28 Protected Material (as defined above), but also (1) any information copied or extracted

1 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
2 Protected Material; and (3) any testimony, conversations, or presentations by Parties
3 or their Counsel that might reveal Protected Material. However, the protections
4 conferred by this Stipulation and Order do not cover the following information: (a)
5 any information that is in the public domain at the time of disclosure to a Receiving
6 Party or becomes part of the public domain after its disclosure to a Receiving Party
7 as a result of publication not involving a violation of this Order, including becoming
8 part of the public record through trial or otherwise; and (b) any information known to
9 the Receiving Party prior to the disclosure or obtained by the Receiving Party after
10 the disclosure from a source who obtained the information lawfully and under no
11 obligation of confidentiality to the Designating Party Any use of Protected Material
12 at trial shall be governed by a separate agreement or order.

13
14 4. DURATION

15 Even after final disposition of this Action, the confidentiality obligations
16 imposed by this Order shall remain in effect until a Designating Party agrees
17 otherwise in writing or a court order otherwise directs. Final disposition shall be
18 deemed to be the later of (1) dismissal of all claims and defenses in this action, with
19 or without prejudice; and (2) final judgment herein after the completion and
20 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
21 including the time limits for filing any motions or applications for extension of time
22 pursuant to applicable law.

23
24 5. DESIGNATING PROTECTED MATERIAL

25 5.1 Exercise of Restraint and Care in Designating Material for Protection.

26 Each Party or Non-Party that designates information or items for protection under this
27 Order must take care to limit any such designation to specific material that qualifies
28 under the appropriate standards. The Designating Party must designate for protection

1 only those parts of material, documents, items, or oral or written communications that
2 qualify – so that other portions of the material, documents, items, or communications
3 for which protection is not warranted are not swept unjustifiably within the ambit of
4 this Order. Mass, indiscriminate, or routinized designations are prohibited.
5 Designations that are shown to be clearly unjustified or that have been made for an
6 improper purpose (e.g., to unnecessarily encumber or retard the case development
7 process or to impose unnecessary expenses and burdens on other parties) expose the
8 Designating Party to sanctions.

9 If it comes to a Designating Party’s attention that information or items that it
10 designated for protection do not qualify for protection, that Designating Party must
11 promptly notify all other Parties that it is withdrawing the mistaken designation.

12 5.2 Manner and Timing of Designations. Except as otherwise provided in
13 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
14 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
15 under this Order must be clearly so designated before the material is disclosed or
16 produced.

17 Designation in conformity with this Order requires:

18 (a) for information in documentary form (e.g., paper or electronic documents,
19 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
20 Producing Party affix the legend “CONFIDENTIAL” or “SUBJECT TO
21 PROTECTIVE ORDER” to each page that contains protected material.

22 A Party or Non-Party that makes original documents or materials available for
23 inspection need not designate them for protection until after the inspecting Party has
24 indicated which material it would like copied and produced. During the inspection
25 and before the designation, all of the material made available for inspection shall be
26 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
27 it wants copied and produced, the Producing Party must determine which documents,
28 or portions thereof, qualify for protection under this Order. Then, before producing

1 the specified documents, the Producing Party must affix the “CONFIDENTIAL” or
2 “SUBJECT TO PROTECTIVE ORDER” legend to each page that contains Protected
3 Material.

4 (b) for testimony given in deposition or in other pretrial or trial proceedings,
5 that the Designating Party identify on the record, before the close of the deposition,
6 hearing, or other proceeding, all protected testimony.

7 (c) for information produced in some form other than documentary and for any
8 other tangible items, that the Producing Party affix in a prominent place on the exterior
9 of the container or containers in which the information or item is stored the legend
10 “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER.”

11 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
12 failure to designate qualified information or items does not, standing alone, waive the
13 Designating Party’s right to secure protection under this Order for such material.
14 Upon timely correction of a designation, the Receiving Party must make reasonable
15 efforts to assure that the material is treated in accordance with the provisions of this
16 Order.

17
18 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
20 designation of confidentiality at any time.

21 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
22 resolution process by providing written notice of each designation it is challenging,
23 identifying where applicable the challenged designation by Bates number, and
24 describing the basis for each challenge. To avoid ambiguity as to whether a challenge
25 has been made, the written notice must recite that the challenge to confidentiality is
26 being made in accordance with this specific paragraph of the Protective Order. The
27 parties shall attempt to resolve each challenge in good faith and must begin the
28 process by conferring directly (in voice to voice dialogue; other forms of

1 communication are not sufficient) within 14 days of the date of service of notice. In
2 conferring, the Challenging Party must explain the basis for its belief that the
3 confidentiality designation was not proper and must give the Designating Party an
4 opportunity to review the designated material, to reconsider the circumstances, and,
5 if no change in designation is offered, to explain the basis for the chosen designation.
6 A Challenging Party may proceed to the next stage of the challenge process only if it
7 has engaged in this meet and confer process first or establishes that the Designating
8 Party is unwilling to participate in the meet and confer process in a timely manner.

9 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
10 court intervention, the Designating Party shall file and serve a motion to retain
11 confidentiality in compliance with the procedures set forth in Local Rule 37-1 through
12 37-4 within 45 days of the initial notice of challenge or within 30 days of the parties
13 agreeing that the meet and confer process will not resolve their dispute, whichever is
14 earlier. Each such motion must be accompanied by a competent declaration affirming
15 that the movant has complied with the meet and confer requirements imposed in the
16 preceding paragraph. Failure by the Designating Party to make such a motion
17 including the required declaration within 45 days (or 30 days, if applicable) shall
18 automatically waive the confidentiality designation for each challenged designation.
19 In addition, the Challenging Party may file a motion challenging a confidentiality
20 designation at any time if there is good cause for doing so, including a challenge to
21 the designation of a deposition transcript or any portions thereof. Any motion brought
22 pursuant to this provision must be accompanied by a competent declaration affirming
23 that the movant has complied with the meet and confer requirements imposed by the
24 preceding paragraph.

25 The burden of persuasion in any such challenge proceeding shall be on the
26 Designating Party. Frivolous challenges, and those made for an improper purpose
27 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
28 expose the Challenging Party to sanctions. Unless the Designating Party has waived

1 the confidentiality designation by failing to file a motion to retain confidentiality as
2 described above, all parties shall continue to afford the material in question the level
3 of protection to which it is entitled under the Producing Party's designation until the
4 court rules on the challenge.

5
6 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7 7.1 Basic Principles. A Receiving Party may use Protected Material that is
8 disclosed or produced by another Party or by a Non-Party in connection with this
9 Action only for prosecuting, defending, or attempting to settle this Action. Such
10 Protected Material may be disclosed only to the categories of persons and under the
11 conditions described in this Order. When the Action has been terminated, a Receiving
12 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

13 Protected Material must be stored and maintained by a Receiving Party at a
14 location and in a secure manner that ensures that access is limited to the persons
15 authorized under this Order.

16 Pages of transcribed deposition testimony or exhibits to depositions that reveal
17 Protected Material may be separately bound by the court reporter and may not be
18 disclosed to anyone except as permitted under this Stipulated Protective Order.

19 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
20 otherwise ordered by the court or permitted in writing by the Designating Party, a
21 Receiving Party may disclose any information or item designated
22 "CONFIDENTIAL" only to:

23 (a) the Receiving Party's Outside Counsel of Record in this action, as well as
24 employees of said Outside Counsel of Record to whom it is reasonably necessary to
25 disclose the information for this Action and who have signed the "Acknowledgment
26 and Agreement to Be Bound" that is attached hereto as Exhibit A;

27 ///

28 ///

1 (b) the officers, directors, and employees (including House Counsel) of the
2 Receiving Party to whom disclosure is reasonably necessary for this Action and who
3 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (c) Experts (as defined in this Order) of the Receiving Party to whom
5 disclosure is reasonably necessary for this Action and who have signed the
6 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (d) the court and its personnel;

8 (e) court reporters, videographers and their staff.

9 (f) professional jury or trial consultants, mock jurors, and Professional Vendors
10 to whom disclosure is reasonably necessary for this Action and who have signed the
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12 (g) the author or recipient of a document containing the information or a
13 custodian who otherwise possessed or knew the information provided that these
14 individuals may only be shown the protected information and may not retain a copy
15 of the protected information that was produced in this Action.

16 (h) during their depositions, witnesses, and attorneys for witnesses, in the
17 Action to whom disclosure is reasonably necessary and who have signed the
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
19 agreed by the Designating Party or ordered by the court.

20 (i) any mediator or settlement officer, and their supporting personnel, mutually
21 agreed upon by any of the parties engaged in settlement discussions.

22
23 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
24 OTHER LITIGATION

25 If a Party is served with a subpoena or a court order issued in other litigation
26 that compels disclosure of any information or items designated in this action as
27 “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER,” that Party must:
28

1 (a) promptly notify in writing the Designating Party. Such notification shall
2 include a copy of the subpoena or court order;

3 (b) promptly notify in writing the party who caused the subpoena or order to
4 issue in the other litigation that some or all of the material covered by the subpoena
5 or order is subject to this Protective Order. Such notification shall include a copy of
6 this Stipulated Protective Order; and

7 (c) cooperate with respect to all reasonable procedures sought to be pursued
8 by the Designating Party whose Protected Material may be affected.

9 If the Designating Party timely seeks a protective order, the Party served with
10 the subpoena or court order shall not produce any information designated in this action
11 as “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER” before a
12 determination by the court from which the subpoena or order issued, unless the Party
13 has obtained the Designating Party’s permission. The Designating Party shall bear the
14 burden and expense of seeking protection in that court of its confidential material –
15 and nothing in these provisions should be construed as authorizing or encouraging a
16 Receiving Party in this Action to disobey a lawful directive from another court.

17
18 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
19 PRODUCED IN THIS ACTION

20 (a) The terms of this Order are applicable to information produced by a Non-
21 Party in this action and designated as “CONFIDENTIAL” or “SUBJECT TO
22 PROTECTIVE ORDER.” Such information produced by Non-Parties in connection
23 with this Action is protected by the remedies and relief provided by this Order.
24 Nothing in these provisions should be construed as prohibiting a Non-Party from
25 seeking additional protections.

26 (b) In the event that a Party is required, by a valid discovery request, to produce
27 a Non-Party’s confidential information in its possession, and the Party is subject to an
28

1 agreement with the Non-Party not to produce the Non-Party's confidential
2 information, then the Party shall:

3 (1) promptly notify in writing the Requesting Party and the Non-Party that
4 some or all of the information requested is subject to a confidentiality agreement with
5 a Non-Party;

6 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
7 Order in this Action, the relevant discovery request(s), and a reasonably specific
8 description of the information requested; and

9 (3) make the information requested available for inspection by the Non-Party

10 (c) If the Non-Party fails to object or seek a protective order from this court
11 within 30 days of receiving the notice and accompanying information, the Receiving
12 Party may produce the Non-Party's confidential information responsive to the
13 discovery request. If the Non-Party timely seeks a protective order, the Receiving
14 Party shall not produce any information in its possession or control that is subject to
15 the confidentiality agreement with the Non-Party before a determination by the court.
16 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
17 of seeking protection in this court of its Protected Material.

18
19 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
21 Protected Material to any person or in any circumstance not authorized under this
22 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
23 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
24 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
25 persons to whom unauthorized disclosures were made of all the terms of this Order,
26 and (d) request such person or persons to execute the "Acknowledgment and
27 Agreement to Be Bound" that is attached hereto as Exhibit A.

28 // /

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. Without written permission from the Designating Party or a court order secured after appropriate notice, or upon another timeframe agreeable under the circumstances, to all interested persons, a Party may not file in the public record in this action any Protected Material. A Party that seeks to file under seal any Protected Material must comply with Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Receiving Party's request to file

1 Protected Material under seal pursuant to Local Rule 79-5.2.2 is denied by the court,
2 then the Receiving Party may file the information in the public record pursuant to
3 Local Rule 79-5.2.2(b)(ii) unless otherwise instructed by the court.

4
5 13. FINAL DISPOSITION

6 After the final disposition of this Action, as defined in paragraph 4, within 60
7 days of a written request by the Designating Party, each Receiving Party must return
8 all Protected Material to the Producing Party or destroy such material. As used in this
9 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
10 summaries, and any other format reproducing or capturing any of the Protected
11 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
12 must submit a written certification to the Producing Party (and, if not the same person
13 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
14 category, where appropriate) all the Protected Material that was returned or destroyed
15 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
16 compilations, summaries or any other format reproducing or capturing any of the
17 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
18 archival copy of all pleadings, motion papers, trial, deposition, and hearing
19 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
20 reports, attorney work product, and consultant and expert work product, even if such
21 materials contain Protected Material. Any such archival copies that contain or
22 constitute Protected Material remain subject to this Protective Order as set forth in
23 Section 4 (DURATION).). With respect to those materials that this provision allows
24 the Receiving Party to retain after final disposition of this action, exhibits to the
25 retained materials must be returned to the Producing Party or destroyed on or before
26 5 years after final disposition (as defined in Section 4: DURATION) of this action.
27 The parties agree to meet and confer prior to moving to enforce compliance with this
28 provision.

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2
3 Dated: February 18, 2025

STRATEGIC LEGAL PRACTICES, APC

4
5 By: /s/ Elizabeth A. LaRocque

Tionna Carvalho

6 Elizabeth A. LaRocque

7 Attorneys for Plaintiffs,

MARIO RAMOS and STEVE RAMOS

8
9 Dated: February 18, 2025

MORTENSON TAGGART ADAMS LLP

10
11
12 By: /s/ William J. Migler

13 Michael D. Mortenson

Craig A. Taggart

14 William J. Migler

15 Attorneys for Defendants

16 FORD MOTOR COMPANY

17
18 IT IS SO ORDERED.

19
20
21 DATED: 2/19/2025



22 Honorable Jean P. Rosenbluth

23 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that
I have read in its entirety and understand the Stipulated Protective Order that was
issued by the United States District Court for the Central District of California on
_____ [date] in the case of ***Mario Ramos and Steve Ramos v. Ford
Motor Company, 2:24-cv-04066-AH-JPR***. I agree to comply with and to be bound
by all the terms of this Stipulated Protective Order and I understand and acknowledge
that failure to so comply could expose me to sanctions and punishment in the nature
of contempt. I solemnly promise that I will not disclose in any manner any information
or item that is subject to this Stipulated Protective Order to any person or entity except
in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND